

complaint

Mrs T complains that the amount she owes to Greenwood Personal Credit Limited has been incorrectly calculated.

background

Mrs T took out a home credit agreement with Greenwood Personal Credit. An agent came to her house to collect payments and made manual entries into a repayment book. When the book was audited at the local office, manual entries were made which increased the amount that Mrs T owed to reflect its computerised record.

The adjudicator said that Mrs T could reasonably assume that the amounts in the repayment book were correct. But, she noted that Greenwood Personal Credit had provided a statement showing payments made and Mrs T had not provided evidence to show that any payments were missing. She recommended that Greenwood Personal Credit pay Mrs T £50 for the inconvenience caused.

Greenwood Personal Credit did not agree and said that, although Mrs T suffered a small level of inconvenience, it had apologised to her. It noted that Mrs T was present on all occasions when the repayment book was marked by the agent and that she knew what she had paid.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities - in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I have reviewed a photocopy of the repayment book and a copy of the statement on Mrs T's account. I can see that figures have been altered by hand in the repayment book but it is by no means clear to me when and why these alterations were made. But, Mrs T has not identified specific payments that are in dispute on the statement and provided any clear evidence to support this. As a result I am not able to conclude, on balance, that the amount outstanding in the statement is incorrect. I agree that she has been caused inconvenience and that an award of £50 is appropriate.

my final decision

In light of the above, my decision is that I uphold this complaint in part. In full and final settlement, I order Greenwood Personal Credit Limited to pay, not credit, Mrs T with £50.

Michael Crewe
ombudsman